

Douglas J. Lipke  
Dalius F. Vasys  
VEDDER PRICE P.C.  
222 N. LaSalle Street  
Chicago, Illinois 60601-1003  
Tel. No. 312-609-7500  
Fax No. 312-609-5005

Erin Zavalkoff-Babej (EZ 6792)  
VEDDER PRICE P.C.  
1633 Broadway, 47th Floor  
New York, New York 10019  
Tel. No. 212- 407-7700  
Fax No. 212-407-7799

*Attorneys for Newedge USA, LLC and Affiliated Entities*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC.,  
*et al.*,

Debtors.

Chapter 11

Case No. 08-13555 (JMP)

(Jointly Administered)

**LIMITED OBJECTION OF NEWEDGE USA, LLC AND  
AFFILIATED ENTITIES TO DEBTORS' PROPOSED CURE AMOUNT**

Newedge USA, LLC and its Affiliated Entities<sup>1</sup> (Newedge USA, LLC and its Affiliated Entities collectively are referred to herein as “Newedge”), by and through its undersigned counsel, respectfully submit this objection (the “Limited Objection”) to the respective cure amounts proposed to be paid to Newedge and its Affiliated Entities pursuant to the Notice of Assumption and Assignment of, and Amounts Necessary to Cure Defaults (the “Proposed Cure Amounts”) Under, Contracts and Leases to be Assumed and Assigned to Barclays Capital, Inc.

---

<sup>1</sup> Newedge’s “Affiliated Entities” include but are not limited to the following entities: “Newedge,” “FIMAT,” “Fimat now Newedge,” “Fimat now Newedge Total,” “Calyon Floor,” and “Newedge Sing brok.”

(the “Purchaser”). The Proposed Cure Amounts relate to certain contracts between the Debtors (as they are defined below) and Newedge or its Affiliated Entities.

In support of the Limited Objection, Newedge respectfully states as follows:

### **BACKGROUND**

1. Newedge and its affiliates engage in a global multi-asset brokerage business. They offer, among other services and products, global asset execution, global asset clearing, global asset financing, prime brokerage services and alternative investments.

2. On September 15, 2008 (the “Filing Date”), and various dates thereafter, Lehman Brothers Holdings Inc. (“LBHI”) and certain of its affiliates (collectively, the “Debtors”) each commenced cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) by filing voluntary petitions for relief with this Court.

3. On September 17, 2008, the Debtors filed a motion with the Bankruptcy Court (the “Sale Motion”) seeking authority to sell certain assets of the Debtors and a non-debtor affiliate to the Purchaser. On September 19, 2008, Lehman Brothers Inc. (“LBI”) became the subject of a proceeding under the Securities Investors Protection Act which is currently pending before this Court.

4. The Sale Motion was approved by an order dated September 20, 2008. In connection with the Sale Motion, the Debtors sought authority to assume and assign certain contracts to the Purchaser. A schedule of executory contracts and unexpired leases that the Debtors planned to assume and assign to the Purchaser was posted on the Debtors’ case information website (the “Original Schedules”). The Sale Order contained a provision that granted all contract counter-parties an opportunity to object to the respective cure amounts

proposed to be paid in connection with the assignment of their contracts to the Purchaser by October 3, 2008.

5. Specifically, the Revised Schedules list the following executory contracts and corresponding Proposed Cure Amounts that relate to Newedge (the “Newedge Contracts”):

Newedge	\$450.00
FIMAT	\$19,788.00
Fimat now Newedge	\$0
Fimat now Newedge Total	\$0
Calyon Floor	\$0
Newedge Sing brok	\$0

6. Subsequent to the approval of the Sale Motion, after the close of business on October 1, 2008, the Debtors made a revised schedule of contracts (the “Revised Schedules”) to be assumed and assigned to the Purchaser. Those contract counter-parties listed on the Revised Schedules were given until October 13, 2008, to object to the Proposed Cure Amounts noted therein. All of the Newedge Contracts with the Debtors listed in the Revised Schedules were listed on Exhibit A to the "Notice of Revised Exhibit A to Notice of Revisions to Schedules of Certain Contracts Assumed and Assigned to Purchaser", with the exception of one, a contract with “Fimat now Newedge Total.”

7. In an abundance of caution, Newedge files this Limited Objection to the Proposed Cure Amounts by the early October 3, 2008, deadline.

#### **LIMITED OBJECTION**

8. Newedge has had insufficient time and information to determine the nature of the Newedge Contracts that are to be assumed and assigned, the respective amounts necessary to cure any defaults under the Newedge Contracts, and whether the proposed assumption and assignment of the Newedge Contracts satisfies Section 365 of the Bankruptcy Code. Newedge

understands the unique nature of the circumstances present in this case. However, Newedge requires further information to ascertain the information referred to in the first sentence of this paragraph 8. Newedge will cooperate reasonably with the Debtors to determine the nature of the Newedge Contracts the Debtors seek to assume and assign, and the appropriate cure amounts thereunder. At this time, however, Newedge must object to the assumption and assignment of the Newedge Contracts and the Proposed Cure Amounts thereunder, and reserves all of its rights with respect thereto.

**NO WAIVER**

9. By submitting this Limited Objection to the Proposed Cure Amounts, Newedge does not waive and hereby reserves any and all objections to any proposed assumption and assignment of the Newedge Contracts and the respective Proposed Cure Amounts to be paid thereunder and expressly reserves its rights to amend, supplement, and/or modify this Limited Objection for any reason.

WHEREFORE, Newedge respectfully requests that the Court: (a) deny the request to assume and assign the Newedge Contracts for 30 days pending Newedge's investigation of the Newedge Contracts and Proposed Cure Amounts thereunder; and (b) award Newedge such other or further relief as is just and proper.

Dated: New York, New York  
October 3, 2008

VEDDER PRICE P.C.

By: s/ Erin Zavalkoff-Babej

Douglas J. Lipke  
Dalius F. Vasys  
VEDDER PRICE P.C.  
222 N. LaSalle Street  
Chicago, Illinois 60601-1003  
Tel. No. 312-609-7500  
Fax No. 312-609-5005

Erin Zavalkoff-Babej (EZ 6792)  
VEDDER PRICE P.C.  
1633 Broadway, 47th Floor  
New York, New York 10019  
Tel No. 212- 407-7700  
Fax No. 212- 407-7799

*Attorneys for Newedge USA, LLC  
and its Affiliated Entities*